

## Public service contract (ARVODI 2018)

Contract number: ...

### The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Justice and Safety, on whose behalf The Netherlands Forensic Institute, legally represented in this matter by M.R.P. Elsensohn, hereinafter referred to as the Contracting Authority,

### and

2. [Contractor's full name and legal form], which has its registered office in ..., legally represented in this matter by ..... [and ...] [signatory's name], hereinafter referred to as the Contractor,

hereinafter also referred to as the Parties,

### WHEREAS:

1. The Contracting Authority requires Services regarding toxicological analysis of drugs and Medicines in Hair;
2. To this end, the Contracting Authority wishes to conclude a Contract having a term of two years with one optional extension of two year(s), laying down the conditions applicable for the performance of Services to be awarded by the Contracting Authority during the said term;
3. An EU contract award procedure for awarding the Contract has been conducted on the basis of the Descriptive Document and its Annexes with reference IUC DJI/IENEA/RR /2021-03 as published on 14-06-2021;
4. The Contractor has issued his Tender with reference [ref] on [date] and has sufficiently informed himself of what the Contracting Authority wants to achieve with the assignment;
5. The Tender of the Contractor has been assessed as the Tender with the 'best price-quality ratio', on the basis of which the Contracting Authority awards the Contract to the Contractor;
6. The Parties wish to lay down the ensuing legal relationship in a written Contract.

### AGREE AS FOLLOWS:

A number of terms in this Contract are written with initial capitals. The meanings of these terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018).

#### 1. Object of the Contract

- 1.1 The Contracting Authority hereby commissions the Contractor to perform the following Services:
  1. One-time analyses of drugs and medicines in hair;
  2. Consecutive analyses of drugs and medicines in hair within one case/assignment (for example in order to investigate chronic use);
  3. Alignment of poorly sampled hair fragments;
  4. Screening (the identification and quantification of any drug or medicine present within a hair sample);
  5. Conducting Expert Witness Statements;

6. In exceptional cases: the appearance of Contractor's (lead) investigator as an expert witness at court in the Netherlands.

The Contractor hereby agrees to perform these Services.

- 1.2 The following documents are an integral part of this Contract. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
  1. this document;
  2. the Summary of Additional Information and Changes;
  3. the ARVODI 2018;
  4. the Descriptive document and its Annexes with reference IUC DJI/IENEA/RR /2021-03 as published on 14-06-2021;
  5. the Tender issued by the Contractor to the Contracting Authority on [date], ref ...
- 1.3 In addition to or in derogation from the provisions of article 1.1 of this Contract, the appearance of Contractor's (lead) investigator as an expert witness at court in the Netherlands will not be priced in this Contract. If the occasion occurs, Parties will discuss appropriate compensation for this service.
- 1.4 The results of the Services (1, 2, 4 and 5 as mentioned within article 1.1) will be delivered in the form or be completed by a report. The report will in any event contain a description of the results achieved, the methods and techniques used to achieve them, as well as the conclusions based thereon.
- 1.6 The Parties will consult with a view to deciding on the format of the reports. Reports will in any event state that the Contracting Authority owns the copyright.

## **2. Formation and duration of the Contract**

- 2.1 The Contract is formed once both Parties have signed it.
- 2.2 The duration of the Contract is two years, with an option for prolongation by the Contracting Authority of two years.
- 2.3 The Contract can be terminated intermediate by the Contracting Authority. If so, a month notice period will be observed.

## **3. Price and other financial provisions**

- 3.1 The Contractor will invoice the actual research spent per case/assignment at the agreed rates in Euro, accordingly to appendix X.
- 3.2 Invoices comply with the requirements as stated in the Schedule of Requirements (Annex B of the Descriptive Document).
- 3.3 Invoices can be send either by making use of the electronic facility of Dutch Government as stated the article 17.1 of the ARVID 2018, or by emailing in PFD format to nfi-financiën@nfi.minjus.nl.
- 3.4 Payments will be made after acceptance of the result of Services within 30 days.
- 3.5 It is expressly agreed that if the Contractor does not charge VAT but some or all of the Services are not exempt from VAT, the Contracting Authority will not be liable to pay the VAT in question.
- 3.6 The agreed rates cover all Services to be performed by the Contractor under this Contract, including labour, materials and all other costs.
- 3.7 The agreed rates are fixed and invariable during the term of this Contract.

**4. Contacts / project managers**

- 4.1 The Contracting Authority's contact is dr C.M. Boone  
The Contractor's contact is ...
- 4.3 In derogation from the provisions of article 10.2 of the ARVODI 2018, the contacts named above cannot make legally binding agreements on the Parties' behalf.

**5. Other Terms and Conditions**

- 5.1 This Contract is governed exclusively by the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018) in so far as this Contract does not contain any provisions to the contrary. Any general and special terms and conditions drawn up by the Contractor do not apply to this Contract.
- 5.2 Article 19 of the ARVODI 2018 does not apply.

**6. Final provisions**

- 6.1 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.
- 6.2 Any written or oral agreements previously made by the Parties about the Services that are the object of this Contract are nullified by the signature of this Contract.

Done on the later of the two dates stated below and signed in duplicate.

The Hague, ..... [place, date] ..... ..

For the Minister of Justice and Safety,  
represented by the Netherlands Forensic Institute, For [*Contractor's name*]

M.R.P. Elsensohn [signatory's name]  
General Director [signatory's position]

Annexes

- 1. Price list
- 2. Summary of Additional Information and Changes
- 3. ARVODI 2018
- 4. The Descriptive document and its Annexes with reference IUC DJI/IENEA/RR/2021-03
- 5. Tender and its Annexes issued by the Contractor dating xx-xx-xxxx